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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

EBAY INC., and MICROSOFT CORPORATION,	)	No. C 10-4947 CW (LB)
	)	
Plaintiffs, Counterclaim-Defendants,	)	
	)	
vs.	)	
	)	
KELORA SYSTEMS, LLC,	)	
	)	
Defendant, Counterclaim-Plaintiff.	)	
	)	
CABELA’S INC.,	)	No. C 11-1398 CW (LB)
	)	
Plaintiff, Counterclaim-Defendant,	)	
	)	
vs.	)	
	)	
KELORA SYSTEMS, LLC,	)	
	)	
Defendant, Counterclaim-Plaintiff.	)	
	)	
KELORA SYSTEMS, LLC,	)	No. C 11-1548 CW (LB)
	)	
Plaintiff, Counterclaim-Defendant,	)	
	)	
vs.	)	
	)	
	)	

1 TARGET CORPORATION; )  
 2 AMAZON.COM, INC.; DELL, INC.; )  
 3 OFFICE DEPOT, INC.; NEWEGG INC.; )  
 4 COSTCO WHOLESALE )  
 5 CORPORATION; HEWLETT- )  
 6 PACKARD COMPANY; AUDIBLE, )  
 7 INC.; and ZAPPOS.COM, INC., )  
 8 Defendants, Counterclaim-Plaintiffs. )

ORDER GRANTING MOTION FOR  
APPOINTMENT OF RECEIVER

Date:  
Time:  
Courtroom: 2, 4<sup>th</sup> Floor  
Chief District Judge: Claudia Wilken

7 Judgement Creditors eBay, Inc., Microsoft Corporation, Cabela's Inc., Target Corporation,  
 8 Amazon.com, Inc., Dell, Inc., Office Depot, Inc., Newegg, Inc., Costco Wholesale Corporation,  
 9 Hewlett-Packard Company, Audible, Inc. and Zappos.com, Inc. move for appointment of a  
 10 receiver. No opposition to the motion has been filed. The Court takes the motion under  
 11 submission on the papers. Having considered the papers filed in support of the motion, and for  
 12 good cause appearing, the Court GRANTS the motion for appointment of a receiver.

13 IT IS HEREBY ORDERED that under C.C.P. § 708.620, C.C.P. § 564, C.C.P. § 564.8,  
 14 and otherwise under FRCP 68, Michael Warda, Esq., shall be appointed as and for receiver of the  
 15 trademark, patents, copyrights, and domain name, which are listed below:

16 ***Trademarks:***

17 A. STEP SEARCH, Serial Number: 74735136.

18 B. KELORA DIAMOND SEARCH [not registered with the USPTO].

19 C. COMMERCE SUITE [not registered with the USPTO].

20 ***Patents:***

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>
21 A. United States	5,715,444	Method and system for executing a guided parametric search
22 B. United States	6,327,588	Method and system for executing a guided parametric search
23 C. United States	6,275,821	Method and system for executing a guided parametric search
24 D. United States	5,983,219	Method and system for executing a guided parametric search
25 E. European Patent Office	0792 491	Method and system for executing a guided

1			parametric search
2	F. Canada	2,202,481	Method and system for executing a guided parametric search
3	G. United States Patent		
4	Danish, et al.	7,885,956	Display and search interface for product database
5	H. United States Patent		
6	Danish, et al.	8,209,327	Display and search interface for product database

**Domain Name:**

KELORA.COM.

UDIAMONDSEARCH.COM.

**Copyright:**

Copyright for contents of domain name under the title of "KELORA.COM." [Not registered with the United States Copyright Office.] The copyright is held in the name of Kelora Systems, LLC.

IT IS FURTHER ORDERED that all rights to payment of money, accounts, accounts receivable, funds due under any patent license, or similar right under C.C.P. § 708.510(a) in which any and all funds which are due would be assigned and paid to Michael Warda as and for receiver thereof. These rights to payment of money include, but are not limited to, licensing fees, maintenance fees, annual fees, renewal fees, and other charges arising out of or based on the use of a software, digital, or other product owed by the following obligors:

<b>Original Buy Date</b>	<b>Name</b>	<b>Latest Product Used</b>	<b>Type</b>	<b>Comments</b>
5/23/2000	3M	CommerceSuite 4.5	Licensed	Current
4/15/2000	Honeywell International, Inc.	CommerceSuite 4.5	Licensed	Current
4/5/2000	Hubbell	ProductServer 3.1	Licensed	Current
7/31/2000	IDEC Corporation	CommerceSuite 4.5	Licensed	Current
3/30/2001	Lincoln Electric Company	CommerceSuite 4.5	Licensed	Current
5/31/2002	SICK, Inc.	CommerceSuite 4.5	Licensed	Current
12/29/1999	Zilog	ProductServer 3.1	Licensed	Current

These funds may arise out of and are based upon any and all rights to payment of money, claims, causes of action, payment streams, revenues, or licenses which arise out of any licensing, patents, or any claims of infringement thereof.

1 IT IS FURTHER ORDERED the Defendant KELORA SYSTEMS, LLC is restrained from  
2 the sale, alienation, mortgage, lien, encumbrance, advancement, cashing or negotiation, or receipt  
3 or exploitation of any of the accounts under C.C.P. § 708.520(a).

4 IT IS FURTHER ORDERED that Defendant KELORA SYSTEMS, LLC shall turn over  
5 any and all documentary evidence of any of the accounts, including but not limited to, any checks,  
6 drafts, money orders, deposits, deposit accounts, books, records, papers or files, listing of  
7 accounts, accounts receivable ledgers or journals, to and on behalf of the UNITED STATES  
8 MARSHAL, NORTHERN DISTRICT OF CALIFORNIA, 450 Golden Gate Avenue, Rm. 20-  
9 6888, San Francisco, CA 94102, ATTN: CIVIL ENFORCEMENTS, pursuant to the provisions of  
10 C.C.P. §699.040(a).

11 IT IS FURTHER ORDERED that the following are the proposed receiver's duties herein:

12 A. The receiver shall be entitled to sell, auction, convey, transfer, license, and sublicense  
13 all of the trademarks, patents, copyrights, accounts and accounts receivable, and domain name.

14 B. The receiver may conduct a private or public sale, subject to further order of this court,  
15 and to the highest bidder, including a credit bid by Judgment Creditors, to sell the trademarks,  
16 patents, copyrights, accounts and accounts receivable, and domain name.

17 C. The receiver may establish one or more bank accounts to deposit any and all proceeds  
18 thereof from the sale of the trademarks, patents, copyrights, accounts and accounts receivable, and  
19 domain name.

20 D. The receiver may make, execute and deliver any types of applications, transfer notices,  
21 notes, instruments, or other writings, for and on behalf of any purchaser, and/or conveyee of the  
22 intellectual property therein, and to execute, make and deliver any and all writings required by the  
23 United States Trademark and Patent Office, to facilitate the transfer thereunder of the trademarks,  
24 patents, copyrights, accounts and accounts receivable, and domain name.

25 E. The receiver may be authorized, if necessary, to affix the name of the Defendant on any  
26 documents which may be required by the United States Trademark and Patent Office, to facilitate  
27 the transfer of the copyrights relating to the trademarks, patents, copyrights, accounts and  
28 accounts receivable, and domain name from the Defendant to the successful buyer herein.

1 F. The receiver may retain the services of one or more attorneys, experts or consultants,  
2 by which to aid and advise the receiver in the performance of the duties thereunder and appraise or  
3 evaluate the trademarks, patents, copyrights, accounts and accounts receivable, and domain name.

4 G. The receiver may advertise and incur any expense for purposes of advertising the  
5 intellectual property for sale, which would include the publication in Craig's List, online  
6 activities, any newspaper of general circulation, any trade newspaper or magazine, or any other  
7 activity by which to promote the sale thereunder of the trademarks, patents, copyrights, accounts  
8 and accounts receivable, and domain name.

9 H. The receiver may take and receive all funds constituting the proceeds from the sale of  
10 the trademarks, patents, copyrights, accounts and accounts receivable, and domain name, and  
11 deposit the same in a receiver's account, pending further order of this court.

12 I. The receiver may conduct a credit bid for the benefit of the Judgment Creditors  
13 thereunder for the sale of the trademarks, patents, copyrights, accounts and accounts receivable,  
14 and domain name.

15 J. That the receiver shall be authorized to collect and receive payments due under an  
16 assignment order under C.C.P. § 708.510(a), that such payments shall be deposited in the account  
17 of the receiver herein pending further order of this court, that the receiver shall be entitled to  
18 endorse any and all checks, drafts, warrants, instruments and notes in the name of the Judgment  
19 Debtor, and deposit the same as applicable in a bank account, pending further order of this court;  
20 that the receiver be authorized in good faith to negotiate any discount on any debt due the  
21 Judgment Debtor, extend time for payment, accept or receive a compromise, or otherwise dispose  
22 of any obligation due the debtor in the place of the debtor.

23 K. The court shall keep and retain continuing jurisdiction for the sale or liquidation of the  
24 trademarks, patents, copyrights, accounts and accounts receivable, and domain name.

25  
26 DATED: 6/20/2013

  
CLAUDIA WILKEN  
CHIEF DISTRICT JUDGE